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heard before "any appropriate United States district court without regard to the amount in controversy." The defendant VANDERBILT MORTGAGE and FINANCE INC., 500 Alcoa trail, Maryville, TN. 37804, herein after known as "Defendant" is a credit lender and is licensed to do business in the state of Nevada and as such is governed under the law by the Fair Credit Reporting Act [15 U.S.C. § 1681], et seq. And also reports these accounts to the national credit reporting agencies i.e. Trans Union, Equifax, Experian, and Innovis, all national credit reporting agencies. The State of Nevada abides by and adheres to these laws. Thus establishing the jurisdiction of this honorable court. Specifically the Fair Credit Reporting Act § 618 [15 USC § 1681(p)], et seq. The plaintiff brings this action as to how an alleged account was or was not reported correctly and reported erroneous and inaccurate information in the plaintiffs Credit Reports. The wrongful actions violated the civil rights of the plaintiff and the law outlined in the Fair Credit Reporting Act [15 U.S.C. 1681], et seq. Plaintiff reserves the right to amend his complaint as other defendants become evident.

PRELIMINARY STATEMENT

Plaintiff brings this action based upon the Fair Credit Reporting Act [15 U.S.C. 1681] et seq., ("FCRA"). Reporting erroneous and inaccurate information in the plaintiffs' Credit Report and for willful and negligent non-compliance. Defendant is a furnisher of information as contemplated by FCRA section [1681s-2(a)&(b),(n)&(o)] that regularly and in the ordinary course of business furnishes information to one or more consumer reporting

INTRODUCTION

agencies about consumer transactions or experiences with any consumer.

On May 31, 2010 plaintiff requested a copy of his credit report from Experian, Equifax and Trans Union.

Upon inspection of said reports the plaintiff observed that defendant was listed on the plaintiff's Experian, Equifax and Trans Union credit reports indicating a debt / account due to alleged debt from defendant. The plaintiff had contacted the defendant by Certified US mail No. 7008 1140 0003 9778 0641 (please see exhibit A) with receipt of said letter disputing the alleged account on June 16, 2010. The plaintiff denies having any agreement for credit, loans or service relationship with the

defendant. Even if the plaintiff did have such an agreement, the alleged account is not in question here. But the fact 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

as to how it was or was not verified and wrongful actions of the defendant in inserting erroneous and inaccurate information and failure to indicate the account is in dispute in the plaintiffs' credit reports, violated the civil rights of the plaintiff and the law outlined in the Fair Credit Reporting Act 15 [U.S.C. § 1681,] et seq. Plaintiff contacted Experian and disputed the erroneous and inaccurate information via U.S. Postel Service Certified Mail Return Receipt # 7008 1140 0003 9778 0689 on June 16, 2010(see exhibit B) and said letter was received on June 21, 2010. Plaintiff contacted Equifax and disputed the erroneous and inaccurate information via U.S. Postel Service Certified Mail Return Receipt # 7008 1140 0003 9778 0696 on June 16, 2010 (see exhibit C) and said letter was received on June 20, 2010. Plaintiff contacted Trans Union and disputed the erroneous and inaccurate information via U.S. Postel Service Certified Mail Return Receipt # 7008 1140 0003 9778 0702 on June 16, 2010 (see exhibit D) and said letter was received on June 21, 2010. All three Credit Reporting Bureaus have indicated that they are reporting the information correctly as reported by defendant. The plaintiff contacted the defendant on or around June 18, 2011 with a final notice of Pending Lawsuit in an attempt to settle this situation amicably to try and get a response from the defendant prior to filing this Complaint. The defendant has never responded to the plaintiff. The plaintiff has tried every way possible to resolve these issues but has not received an answer from the Defendant VANDERBILT MORTGAGE and FINANCE INC., forcing the plaintiff to seek Justice and for the court to intervene in this matter. The derogatory erroneous and inaccurate information still remains on the plaintiff's Credit Report to date. The defendant has continued reporting erroneous and inaccurate information by updating the plaintiff's credit report for more than one year even after informing the defendant of this and asking for proof of any account and has not done so to-date. The defendant is in violation of the Fair Credit Reporting Act [15 U.S.C. § 1681s-2], et seq. as follows:

22

21

COUNT I

23

Civil liability for willful noncompliance [15 U.S.C. § 1681n]

24 25

(a) In general. Any person who willfully fails to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in the amount equal to the sum of

26

page 3 of 10

(1)(A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000; or

- (B) in the case of liability of a natural person for obtaining a consumer report under false pretenses or knowingly without a permissible purpose, actual damages sustained by the consumer as a result of the failure or \$1.000. whichever is greater;
- (2) such amount of punitive damages as the court may allow; and
- (3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court
- (b) Civil liability for knowing the noncompliance. Any person who obtains a consumer report from a consumer reporting agency under false pretenses or knowingly without permissible purpose shall be liability to the consumer reporting agency for actual damages sustained by the consumer reporting agency or \$1,000, whichever is greater. (c)Attorney's fees. Upon a finding by the court that an unsuccessful pleading, motion, or other paper filed in connection with an action under this section was filed in bad faith or for purposes of harassment, the court shall award to the prevailing party attorney's fees reasonable in relation to the work expended in responding to the pleading, motion, or other paper. As a result of defendants' willful failure to comply with the FCRA, defendants are

liable to the Plaintiff in an amount equal to the sum of (i) any actual damages sustained by the plaintiff as a result of the failure or damages of not less than \$100.00 and not more than \$1,000.00 for each such violation; (ii) such amount of punitive damages as the court may allow; and (iii) the costs of this action together with reasonable

attorneys' fees.

Plaintiff restates and reiterates herein all previous paragraphs.

Plaintiff demands judgment in the amount of \$1,308,000.00. This is based on every day that the Defendant violated the FCRA (four hundred thirty six days)) by willfully failing to comply with the requirements of the FCRA, times \$1000.00 times three for each one of the three national credit reporting bureaus. This is allowed for each and every day that the Defendant fails to comply with the FCRA and its regulations.

COUNT II 1 2 Civil liability for negligent noncompliance [15 U.S.C. 1681o] 3 (a) In general. Any person who is negligent in failing to comply with any requirement imposed under this title with 4 respect to any consumer is liable to that consumer in an amount equal to the sum of 5 (1) any actual damages sustained by the consumer as a result of the failure; and 6 (2) in the case of any successful action to enforce any liability under this section, the costs of the action together 7 with reasonable attorney's fees as determined by the court. 8 (b) Attorney's fees. On a finding by the court that an unsuccessful pleading, motion, or other paper filed in 9 connection with an action under this section was filed in bad faith or for the purposes of harassment, the court shall 10 award to the prevailing party attorney's fees reasonable in relation to the work expended in responding to the 11 pleading, motion, or other paper. 12 Plaintiff demands judgment in the amount of \$1,308,000.00. This is based on every day that the Vanderbilt 13 violated the FCRA (four hundred thirty-six days) by negligently failing to comply with the requirements imposed 14 under the FCRA, times \$1,000,00, times three for each one of the three national credit reporting bureaus. This is 15 allowed for each day that the Defendant fails to comply with the FCRA and its regulations. 16 **COUNT III** 17 18 The Plaintiff has disputed with the Defendant's and all three credit reporting agencies in the same time frame and 19 the Defendant has not complied with the FCRA. The Defendant has damaged the Plaintiff's credit score, credit 20 report, and Plaintiff's character by saying that the Plaintiff doesn't pay his bills. 21 Reporting erroneous and inaccurate information 22 According to the Fair Credit Reporting Act, section 623. Responsibilities of furnishers of information to 23 consumer reporting agencies: 24 (a) Duty of furnishers of information to provide accurate information. 25 (1) Prohibition. 26

page 5 of 10

| 1 | (A) Reporting information with actual knowledge of errors. A person shall not furnish any information relating to a |
|----|---|
| 2 | consumer to any consumer-reporting agency if the person knows or consciously avoids knowing that the information |
| 3 | is inaccurate. |
| 4 | (B) Reporting information after notice and confirmation of errors. A person shall not furnish information relating to |
| 5 | a consumer to any consumer-reporting agency if |
| 6 | (i) the person has been notified by the consumer, at the address specified by the person for such notices, that |
| 7 | specific information is inaccurate: and |
| 8 | (ii) the information is, in fact, inaccurate. |
| 9 | (2) Duty to correct and update information. A person who |
| 10 | (A) regularly and in the ordinary course of business furnishes information to one or more consumer reporting |
| 11 | agencies about the person's transactions or experiences with any consumer; and |
| 12 | (B) has furnished to a consumer reporting agency information that the person determines is not complete or accurate |
| 13 | shall promptly notify the consumer reporting agency of that determination and provide to the agency any corrections |
| 14 | to that information, or any additional information, that is necessary to make the information provided by the person |
| 15 | to the agency complete and accurate, and shall not thereafter furnish to the agency any of the information that |
| 16 | remains not complete or accurate. |
| 17 | (3) Duty to provide notice of dispute. If the completeness or accuracy of any information furnished by any person |
| 18 | to any consumer reporting agency is disputed to such person by a consumer, the person may not furnish the |
| 19 | information to any consumer reporting agency without notice that such information is disputed by the consumer. |
| 20 | (b) Duties of furnishers of information upon notice of dispute. |
| 21 | (1) In general. After receiving notice pursuant to section 611(a)(2)[1681i] of a dispute with regard to the |
| 22 | completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall |
| 23 | (A) conduct an investigation with respect to the disputed information; |
| 24 | (B) review all relevant information provided by the consumer reporting agency pursuant to section 611 (a) (2)[|
| 25 | 1681 i]; |
| 26 | (C)report the results of the investigation to the consumer reporting agency; and |
| 27 | page 6 of 10 |

| 1 | a consumer to any consumer-reporting agency if |
|----|---|
| 2 | (i) the person has been notified by the consumer, at the address specified by the person for such notices, that specified |
| 3 | information is inaccurate: and |
| 4 | (ii) the information is, in fact, inaccurate. |
| 5 | (2) Duty to correct and update information. A person who |
| 6 | (A) regularly and in the ordinary course of business furnishes information to one or more consumer reporting |
| 7 | agencies about the person's transactions or experiences with any consumer; and |
| 8 | (B) has furnished to a consumer reporting agency information that the person determines is not complete or accurat |
| 9 | shall promptly notify the consumer reporting agency of that determination and provide to the agency any correction |
| 10 | to that information, or any additional information, that is necessary to make the information provided by the person |
| 11 | to the agency complete and accurate, and shall not thereafter furnish to the agency any of the information that |
| 12 | remains not complete or accurate. |
| 13 | (3) Duty to provide notice of dispute. If the completeness or accuracy of any information furnished by any |
| 14 | person to any consumer reporting agency is disputed to such person by a consumer, the person may not |
| 15 | furnish the information to any consumer reporting agency without notice that such information is disputed |
| 16 | by the consumer. |
| 17 | The Plaintiffs credit reports from Experian, Trans Union, and Equifax do not reflect that the information is disputed |
| 18 | by the consumer even though the plaintiff has sent a letter of dispute to the Defendant and to date the Defendant has |
| 19 | not responded. |
| 20 | Plaintiff demands judgment in the amount of \$1,308,000.00. Based on every day (four hundred thirty-six days) |
| 21 | Defendant has failed to mark the account in dispute times \$1,000.00 per violation, times all three national credit |
| 22 | bureaus. The Defendant has broken the FCRA rules by updating the reports each day without marking the alleged |
| 23 | account in dispute. |
| 24 | |
| 25 | |
| 26 | |

Summation 1 2 Plaintiff has disputed the alleged account with the Defendant and the Credit Reporting Agencies in a timely manner. 3 And therefore the Defendant is now reporting erroneous and inaccurate information on the Plaintiff's credit reports. 4 The Plaintiff now has a negatively impacted credit score as of this date and has been denied credit and/or denied 5 credit at reasonable rates because of the willful noncompliance and negligent actions of erroneous and inaccurate 6 reporting and/or inaction's of the Defendant. Defendant has not only violated the Plaintiff's civil rights but damaged 7 the Plaintiff both monetarily and emotionally. 8 WHEREFORE, the defendant has violated the Fair Credit Reporting Act, plaintiff demands judgment in the 9 amount \$5,232,000.00 U. S. dollars for their violations of the Fair Credit Reporting Act, plus all costs of this 10 action along with punitive damages in the amount of \$3,000,000.00 in U. S. Dollars or as the Court may allow along 11 with Private Attorney General fees of \$3000.00 as prescribed by law, Graziano v Harrison, 950 F2d. 107, 113 (3d 12 Cir. 1991)' 15 U.S.C. sec. 1692 k (a) (3), (see Zagorski v, Midwest Billing Services, Inc., F.3d-(1997 WL 695401, 13 7th Cir.) or 128 F. 3d 1164 (7th Cir., 1997). 14 15 Respectfully submitted this 29 day of Avgust, 2011. 16 17 Plaintiff, In propria Personam
2521 Tonya D 18 19 Pahrump, Nevada 89060 (775) 751-2820 20 Palm.eto@hotmail.com 21 22 23 24 25 26 page 9 of 10 27

CERTIFICATE OF SERVICE I, hereby certify that a copy of the foregoing complaint / summons, Plaintiff, JOSEPH A. MACKOOL vs. Defendant, VANDERBILT MORTGAGE and FINANCE INC., has been served upon the Defendant via process server at their registered agent's place of business at THE CORPORATION TRUST COMPANY OF NEVADA. 311 S. DIVISION ST. CARSON CITY, NEVADA, 89703, on or about day of 2011 with affidavit of service by Process Service Receipt to be submitted to the Clerk of the Court. Plaintiff, In Propria Personam Joseph A. Mackool 2521 Tonya Dr. Pahrump, Nevada. 89060 (775) 751-2820

CERTIFIED MAIL #: 7008 1140 0003 9778 0641

Vanderbilt Mortgage and Finance, Inc., P.O.Box 9800 Maryville, Tenn. 37802

I, Joseph A. Mackool recently pulled up my credit report and noticed under the listing of Public Records, your reporting in my credit report information that I am now disputing. I DISPUTE THIS ACCOUNT.

all rights reserved, non-negotible

Pahrump, Nevada (NEAR)address (411 Nights Reserved) 87060

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|--------------------------------------|---|------------------|-------------------|----|----------------------|--|--|---------------|----------|--|---|---|---------------|
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| ille Tenn. | - ACA | | ir Me Xe | 10 | \$ \$5.41 3 | #0,06 | \$2.30 | \$2.80 | \$ 90.44 | 3780E | For delivery information visit our website at www.usps.com- | CERTIFIED MAIL _{IIA} RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) | Service |
| See Reverse for Instructions |) } | | of thince | | を変えれ | 64 | DAHRUHare | 14 Postmark | 0320 | 100 Common Commo | at www.usps.com; | CEIPT Coverage Provided) | |

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY |
|---|--|
| Complete Items 1, 2, and 3. Also complete Item 4 If Restricted Delivery is desired. Print vour name and address on the reverse | A Signature Agent. |
| so that we can return the card to you. Attach this card to the back of the maliplece, or on the front if space permits. | B. Received by professional ages of Delivery |
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| P.O. By 9806 | |
| MANYVILL, TENN. 37802 | 3. Service Type Certified Mail |
| | 4. Restricted Delivery? (Extra Fee) |
| 2. Article Number 7008 1140 0 | 7008 1140 0003 9778 0641 |
| PS Form 3811, February 2004 Domestic Return Receipt | um Receipt |
| | |

Exhibit B

Certified Mail No: 7008 1140 0003 9778 0689

SS# 530-44-2162

Joseph A. Mackool, all rights reserved address used without prejudice to rights c / o of 2521 Tonya Dr./St
Pahrump, Non-Domestic is in Nevada State
(Not U.N. military enclave "NV") voluntary I.R.S. zip zone exempt without prejudice (775) 751-2820

Experian P.O.Box 9556 Allen, Texas. 75013

On May 31, 2010 i pulled up my credit report with your agency and noticed a listing under Public Records and any other areas of your site of a one Vanderbilt Mortgage and Finance, Inc., and AmeriCredit Corp.and the CBE Group, Inc. I AM DISPUTING THESE ACCOUNTS.

Date 100e 16, 2010

all rights reserved - non-negotiable

| 7008 1 | <u>,,,40</u> | _ | 103 = | 9 | 7 7 8 | | |
|---|----------------------|---|--|--------------------|----------------|--|--|
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| 8 on 953 Texas 75 | \$ \$5.54 (1997) | 20.00 Z | 3.0 | \$2.80 Oby Posmant | \$ 10.44 0.221 | U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) (Pomestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.com. ALLEY 1X 750131 | |
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| Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the malipiece, | 8. Received by (Apple Marte) 2010 C. Date of Delivery |
| or on the front if space permits. 1. Article Addressed to: | D. is delivery address different from item 1? These if YES, enter the property retained by the property of th |
| Experian Octo | |
| 410.80x 7550 Allen, TEXAS. 75013 | 3. Service Type ACcertified Mail |
| | Insured Mail C.O.D. 4. Restricted Delivery? (Extra Fee) C Yea |
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| ruary 2004 | Domestic Feturn Receipt 102895-02-44-1540 |

Exhibit C

Certified Mail No: 7008 1140 0003 9778 0696

SS# 530-44-2162

Joseph A. Mackool, all rights reserved address used without prejudice to rights c / o of 2521 Tonya Dr./St
Pahrump, Non-Domestic is in Nevada State
(Not U.N. military enclave "NV") voluntary I.R.S. zip zone exempt without prejudice (775) 751-2820

Equifax P.O.Box 740241 Atlanta, Ga. 30374

On May 31, 2010 i pulled up my credit report with your agency and noticed a listing under Public Records and any other areas of your site of a one Vanderbilt Mortgage and Finance, Inc., and AmeriCredit Corp.and the CBE Group, Inc. I AM DISPUTING THESE ACCOUNTS.

Date 16th, 2010

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| PS Form 3811, February 2004 Domestic Return Receipt | 2. Article Number 7008 1140 0: | | Atlanta, GA. 30374 | EquiFAX P.O. BOX MOSH | Article Addressed to: | Attach this card to the back of the malipiece, or on the front if space permits. | Print your name and address on the reverse | ■ Complete Items 1, 2, and 3. Also complete | |
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| n Recelpt 102585-02-M-1540 | 7008 1140 0003 9778 0696 | 4. Restricted Delivery? (Extra Fee) | 3. Service Type Certified Mail | | D. Is delivery address different from Item 1? | B. Received by (Printed Name) JUN 2 0 2010 C. bate of Delivery | X SL St, D Addresses | A. Signature | |

| U.S. Postal Service ra CERTIFIED MAIL, RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.com | Postage \$ \$0.44 0321 tilled Fee \$2.80 \$90 f Postmet Fee \$2.30 \$ 90 f Postmet Fee Frequired \$2.30 \$ 6.00 \$ | Sent To EGU, FAX Street, Apithos. P. O. BAX 7402411 City, State, 219-4 ALAMTA, C. 30374 PS. Form 3800: August 2006 Scr. Reverso for Instructions |
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| 9690 9 | 3226 E000 D4111 | 8007 |

Exhibit D

Certified Mail No: 7008 1140 0003 9778 0702

SS# 530-44-2162

Joseph A. Mackool, all rights reserved address used without prejudice to rights c / o of 2521 Tonya Dr./St
Pahrump, Non-Domestic is in Nevada State
(Not U.N. military enclave "NV") voluntary I.R.S. zip zone exempt without prejudice (775) 751-2820

TransUnion P.O.Box 1000 Crum Lynne, Pa. 19022

On May 31, 2010 i pulled up my credit report with your agency and noticed a listing under Public Records and any other areas of your site of a one Vanderbilt Mortgage and Finance, Inc., and AmeriCredit Corp.and the CBE Group, Inc. I AM DISPUTING THESE ACCOUNTS.

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| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY |
|---|---|
| ■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. | A. Signature |
| Print your name and address on the reverse | Addressee |
| Attach this card to the back of the mailpiece, or on the front if space permits. | E TREMSCHIMMOLC C. Date of Delivery |
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| Trans Union | |
| P.O. Aox 1000 | |
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Domestic Return Receipt